

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

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MDL No. 2:18-mn-2873-RMG

IN RE: AQUEOUS FILM-FORMING
FOAMS PRODUCTS LIABILITY LITIGATION

This Order Relates to:

Town of East Hampton v. 3M Co. et al.
Case No. 19-cv-01639-RMG

*Town of East Hampton v. Inc. Village
of East Hampton, et al.*
Case No. 20-cv-01665-RMG

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Before the Court is a motion to substitute party by and between Plaintiff Town of East Hampton and Lawrence Franzone Training Center, Inc. f/k/a East Hampton Fire Districts Training Facility Inc. (Dkt. No. 2846).

WHEREAS, Town of East Hampton named as defendant the East Hampton Fire Districts Training Facility Inc. in the above-referenced actions (*Town of East Hampton v. 3M Co., et al.*, Case No. 2:19-cv-01639 (RMG) and *Town of East Hampton v. Inc. Village of East Hampton et al.*, Case No. 20-cv-01665 (RMG)) (together, the “**Litigations**”), which have been transferred and remain in this Multi-District Litigation;

WHEREAS, East Hampton Fire Districts Training Facility Inc., by certificate of amendment, changed its name to Lawrence Franzone Training Center, Inc.

NOW, THEREFORE, the Parties agree as follows:

1. In both of the Litigations, “Lawrence Franzone Training Center, Inc. f/k/a East Hampton Fire Districts Training Facility Inc.” is substituted as Defendant in place of Defendant “East Hampton Fire Districts Training Facility Inc.” such that any judgment in favor of the Town against the “East Hampton Fire Districts Training Facility Inc.” in either or both of the Litigations

is deemed against “Lawrence Franzone Training Center, Inc. f/k/a East Hampton Fire Districts Training Facility Inc.”

2. Going forward, the caption for the action styled *Town of East Hampton v. 3M Co. et al.* Case No. 19-cv-01639-RMG is and shall be:

TOWN OF EAST HAMPTON,

Plaintiff,

-against-

3M COMPANY (f/k/a MINNESOTA MINING AND MANUFACTURING CO.), TYCO FIRE PRODUCTS L.P. Successor-In-Interest to the ANSUL COMPANY, BUCKEYE FIRE EQUIPMENT COMPANY, CHEMGUARD, INC., UNITED TECHNOLOGIES CORPORATION, KIDDE PLC INC., KIDDE FIRE FIGHTING, INC., ANGUS FIRE ARMOUR CORPORATION, NATIONAL FOAM INC., E.I. DU PONT DE NEMOURS AND COMPANY, THE CHEMOURS COMPANY, INCORPORATED VILLAGE OF EAST HAMPTON d/b/a EAST HAMPTON FIRE DEPARTMENT, BRIDGEHAMPTON VOLUNTEER FIRE DISTRICT a/k/a BRIDGEHAMPTON VOLUNTEER FIRE DEPARTMENT a/k/a BRIDGEHAMPTON FIRE DISTRICT, WAINSCOTT HAMLET CENTER LLC, WAINSCOTT INDUSTRIAL LLC, WAINSCOTT COMMERCIAL CENTER LLC, HEDGES ROW LLC, LAWRENCE FRANZONE TRAINING CENTER, INC. f/k/a EAST HAMPTON FIRE DISTRICTS TRAINING FACILITY INC., JOHN DOE “1” THROUGH “100”, JANE DOE “1” THROUGH “100”, JOHN DOE CORPORATIONS “1” THROUGH “100”, and OTHER JOHN DOE ENTITIES “1” THROUGH “100”,

Defendants.

3. Going forward, the caption for the action styled *Town of East Hampton v. Inc. Village of East Hampton et al.*, Case No. 20-cv-01665-RMG is and shall be:

TOWN OF EAST HAMPTON,

Plaintiff,

-against-

INCORPORATED VILLAGE OF EAST HAMPTON d/b/a
EAST HAMPTON FIRE DEPARTMENT, LAWRENCE
FRANZONE TRAINING CENTER, INC. f/k/a EAST
HAMPTON FIRE DISTRICTS TRAINING FACILITY INC.,

Defendants,

AMERICAN ALTERNATIVE INSURANCE CORPORATION,

As Interested Party.

4. The parties to this stipulation reserve all rights, claims and defenses and do not admit liability in connection with claims already asserted or claims that may be asserted by or against any party in the Litigations or otherwise.

5. Each person signing this Stipulation, including but not limited to any person signing as counsel for a Party, hereby represents and warrants that he or she has been duly authorized and has the requisite authority to execute and deliver this Stipulation on behalf of such Party and to bind such Party to the terms and conditions of this Stipulation.

AND IT IS SO ORDERED

February 16, 2023
Charleston, South Carolina

s/Richard Mark Gergel
Richard Mark Gergel
United States District Judge